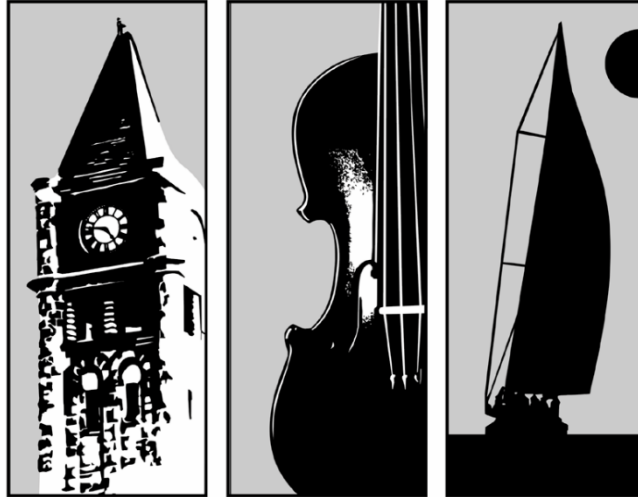


# MUSKEGON



**West Michigan's Shoreline City**  
[www.shorelinecity.com](http://www.shorelinecity.com)  
**CITY OF MUSKEGON**

## **REQUEST FOR PROPOSALS**

PROJECT NAME: McCrae Basketball Court

DATE OF ISSUANCE: Monday, May 10, 2021

DATE PROPOSAL DUE: Tuesday, May 25, 2021

ISSUING OFFICE: City of Muskegon  
Department of Public Works  
c/o – Leo Evans  
1350 East Keating Avenue  
Muskegon, MI 49442  
Tel. (231) 724-6920

**TABLE OF CONTENTS**

**PROPOSAL & AWARD..... 3**  
**INSTRUCTIONS TO BIDDERS..... 4**  
**SPECIFIC PROJECT INFORMATION..... 6**  
**BID FORM ..... 7**  
**CONTENTS OF PROPOSAL ..... 7**  
**EVALUATION ..... 8**  
**SCHEDULE..... 8**  
**INSURANCE REQUIREMENTS..... 9**  
**ATTACHMENTS ..... 11**

**Note:** Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Kevin Parker at the City of Muskegon via (231) 724-6994 or via E-mail at [kevin.parker@shorelinecity.com](mailto:kevin.parker@shorelinecity.com)

**PROPOSAL & AWARD**

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

For the purpose of Local Preference Policy, the contractor: (must check one)

- Will** voluntarily pay its employees Prevailing Wages
- Will **NOT** be paying Prevailing Wages

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

E-Mail \_\_\_\_\_

Fax No. \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **PROPOSALS**

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the documents, and at its option may reject the same.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subcontractor for prior approval.

### **SUBMITTAL OF PROPOSALS**

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon  
Clerk's Office  
933 Terrace Street  
Muskegon, MI 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular RFP for which the proposal is offered.

The proposals shall be submitted no later than **2:00 PM TUESDAY, MAY 25, 2021** at which time all proposals will be opened, and bids read aloud.

### **AWARD / REJECTION OF PROPOSALS**

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will follow the current purchasing policies and any other applicable guidelines for the City of Muskegon.

The Award will not be completed until confirmed and recommended by the City Commission.

## **LOCAL PREFERENCE POLICY**

The City Commission may give local preference on purchases and contractors to local businesses. If a contractor or business is located within the city limits of the City of Muskegon, a bid may be accepted at or within 2% of the lowest non-local bid. A contractor or business located within the County of Muskegon, a bid may be accepted at or within 1% of the lowest non-local bid.

Any contractor electing to pay prevailing wage to its employees may be granted an additional 1% allowance, up to a maximum of 3%. Prevailing wage will be paid according to the newest wage determination published by the U.S. Federal Government and agreed upon before awarding a contract. Contractor will be required to sign an affidavit ensuring proper payment to employees.

## **CITY RESPONSIBILITIES**

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

## **SPECIFIC PROJECT INFORMATION**

### **INTRODUCTION TO PROJECT**

The City of Muskegon is seeking proposals from interested companies to provide site demolition and preparation work within McCrae Park. The city and community desire to improve the existing facility according to the vision included in the attachment. As a first step towards that goal the city is soliciting bids to provide assistance in completing the site demolition and restoration.

Bidding Contractors will be responsible for the following items of work:

- Removal of the existing paved basketball court and hoop structure including footings
- Install 2 basketball poles and footings per manufacture (poles provided by City)
- Install 6” thick, 94’ long by 60’ wide concrete pad and relief sawing as specified in plan
- Site Restoration including topsoil and seed

City of Muskegon will provide the following items of work in advance of or in conjunction with the project:

- 2 basketball hoop poles
- Staining and Sealing

City of Muskegon will host site meetings upon request to answer questions and review the project site. Requests submitted to Kevin Parker ([kevin.parker@shorelinecity.com](mailto:kevin.parker@shorelinecity.com)) prior to May 21, 2021 will be accommodated prior to the bid opening. Requests received after that date will be accommodated pending staff availability.

Subcontractors, if any, shall be approved by the Project Manager prior to acceptance on this contract and shall bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor’s proof of insurance meeting city requirements.

Construction shall be per applicable industry standards, the enclosed drawings/specifications, and any additional details provided via addenda.

Work shall be coordinated with any other park uses to minimize impact to their use and shall be completed prior to August 31, 2021.

**BID FORM**

**Lump Sum**

**Base Bid**

Basketball court removal, Pavement and Hoop footings \$\_\_\_\_\_ LSUM

Concrete pad, 6", 94' x 60'  
including setting 2 new poles (provided by city)  
and sawed joints \$\_\_\_\_\_ LSUM

Topsoil (approx. 32 CYD) \$\_\_\_\_\_ LSUM

Hydroseeding 320 SYD \$\_\_\_\_\_ LSUM

Base Bid Total \$\_\_\_\_\_

**Alternate #01**

**Colored** Concrete pad, 6", 94' x 60' including  
setting 2 new poles (provided by city)  
and sawed joints. \$\_\_\_\_\_ LSUM

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**CONTENTS OF PROPOSAL SUBMITTAL**

**EVALUATION**

Staff will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City.

**TENTATIVE SCHEDULE FOR AWARD**

Issue RFP .....May 10, 2021

Proposal Due Date .....May 25, 2021 (2:00 PM)

City Commission Consideration of Bids .....June 1, 2021 (If Needed)

Start Date .....After Notice to Proceed issued by City Staff

Completion Date .....August 31, 2021



## INSURANCE REQUIREMENTS

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. **Hold Harmless Agreements:** To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. **Consultant Insurance Requirements:** Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. **Workers' Compensation Insurance:** The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **General Liability Insurance:** The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. **Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
  - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
  - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
  - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
  - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
  - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.